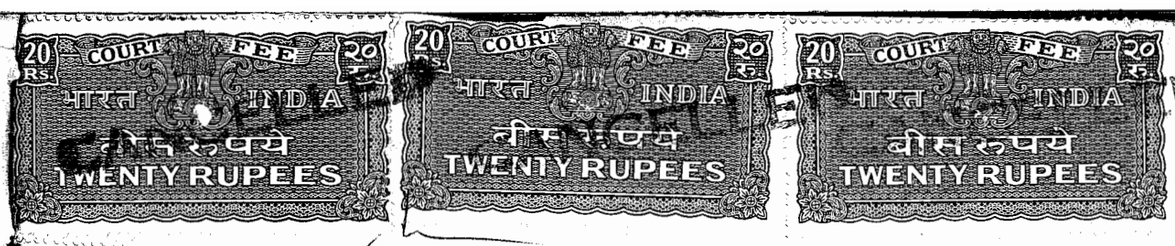

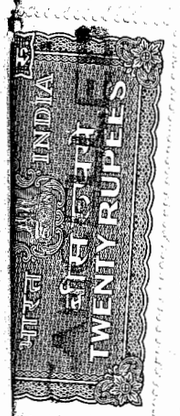

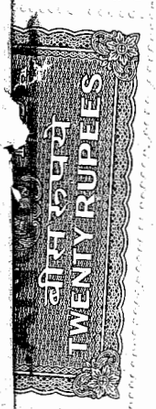

CP 1005

4

IN THE HON. HIGH COURT OF JUDICATURE MADHYA PRADESH: JABALPUR

Writ Petition No. 3409 of 2000

Petitioners: 1. South Eastern Coal-fields Limited,
through its Chairman-cum-Managing Director,
Seepat Road, Bilaspur, District Bilaspur M.P.

2. Chief General Manager,
South Eastern Coal-fields Limited,
Hasdeo Area,
District Korea M.P.

Versus

Respondents: 1. The General Secretary,
M.P. Koyla Mazdoor Sabha,
South Jhagrakhand Colliery,
District Korea M.P.

2. Singhi Collierries Education Society,
South Jhagrakhand Colliery,
District Korea M.P.
through its Principal.

3. Regional Labour Commissioner (Central),
Jabalpur,
District Jabalpur M.P.

WRIT PETITION UNDER ARTS. 226/227 OF CONSTITUTION OF INDIA

AFR

HIGH COURT OF JUDICATURE CHHATTISGARH: BILASPUR

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Division Bench: **Hon'ble Shri Sunil Kumar Sinha, J.**
& Hon'ble Shri Satish K. Agnihotri, J.

WRIT PETITION NO.3409 OF 2000

ORDER FOR CONSIDERATION

Sd/-

JUDGE
18 .11.2005

HON'BLE SHRI SUNIL KUMAR SINHA, J I agree.

Sd/-
Sunil Kumar Sinha
Judge

Post it for: 22.11.2005

Sd/-
Satish K. Agnihotri
Judge

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HIGH COURT OF JUDICATURE CHHATTISGARH: BILASPUR

Division Bench: **Hon'ble Shri Sunil Kumar Sinha, J.**
& Hon'ble Shri Satish K. Agnihotri, J.

WRIT PETITION NO.3409 OF 2000

South Eastern Coalfields Limited & another

Versus

The General Secretary, M.P. Koyla Mazdoor Sabha
& others

Present: Shri P.S. Nair, Sr. Advocate with Shri Vivek Rusia and Shri P.S. Koshy, Advocates, for the petitioners.

Shri Manindra Shrivastava, Sr. Advocate with Shri Alok Bakshi, Advocate for respondent No.1.

Smt. Renu Kochar, Advocate, for respondent No. 2.

ORDER

(Passed on 22nd of November, 2005)

The following Order of the Court was passed by **Satish K. Agnihotri, J : -**

The present petition filed under Article 226/227 of the Constitution of India impugns the order dated 29.03.2000 (Annexure-P/14) passed by the Regional Labour Commissioner (Central), Jabalpur and Competent Authority under Section 33-C(1) of the Industrial Disputes Act, 1947 (Respondent No.3) and the revenue recovery certificate dated 10.05.2000 (Annexure-P/17) issued by the Regional Labour Commissioner (Central), Jabalpur.

2. The facts of the case in brief are that the petitioners – South Eastern Coalfields Ltd., a Public Limited Company, registered under the Companies Act is a subsidiary of Coal India Ltd. The Colliery Teachers Association, through Shri L.K. Sharma, General Secretary, South Jhagrakhand Colliery, P.O. South Jhagrakhand Colliery, District Sarguja and one Shri L.K. Sharma, Lecturer, Higher Secondary School, Jhagrakhand Colliery filed a writ petition being M.P. No.3536 of 1993 in the High Court of Madhya Pradesh at Jabalpur under Article 226/227 of the Constitution of India praying that the South Eastern Coalfields Ltd, (for short "SECL") be directed to treat the Teachers (respondent No.1 in the present petition) as employees of SECL and to pay their wages as being paid to the teachers employed by SECL. Alternatively, it was prayed that the teachers employed by Singhi Colliery Education Society, Jhagrakhand Colliery be paid the same wages as being paid to the school run by DAV College, Delhi or Central Board of Education. Learned Division Bench of the High Court of Madhya Pradesh at Jabalpur while admitting the petition by order dated 13.09.1993 directed the respondents (petitioners herein) to see that the arrears of salary due to the petitioners therein and other teachers employed in the schools financed by the present petitioners –SECL was paid without any delay. Learned Division Bench of the High Court of Madhya Pradesh vide order dated 18.02.1994 declined to vacate the interim/stay order passed on 13.09.1993. The SECL filed a Special Leave Petition in the Supreme Court against the order dated 18.02.1994 passed by the learned Division Bench of the High Court of Madhya Pradesh in M.P. No.3536 of 1993 and the Supreme Court dismissed the Special Leave Petition. Thereafter, a contempt petition was filed by the petitioners in M.P. No.3536 of 1993 in the High Court of Madhya Pradesh at Jabalpur for

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non-compliance of the interim order dated 13.09.1993, passed by the High Court of Madhya Pradesh in M.P. No.3536 of 1993. During the pendency of the contempt petition a proposal by way of note-sheet dated 06.12.1994 was initiated by the petitioners – SECL. Thereafter, a settlement between the SECL and the petitioners in M.P. No.3536 of 1993 was executed as follows :

> "(1) At present there are surplus staff, who shall be removed on the following basis :-
>
> (i) The Teachers employed in B- Seam Primary School which is closed will be deemed to have been removed from the date of closure of the School and will not be taken back on duty;
>
> (ii) Persons who are carrying other business in addition to the teaching duties will also be removed from services after enquiry is made by a Committee constituting of the Principal and the representative of the Management, nominated by Chief General Manager; Hasdeo Area.
>
> (iii) All those teachers who has given poor performance, i.e. in view of the result less than 50% in the past three years in Board examinations will also be removed on the recommendation of the above Committee;
>
> (iv) 70% of difference of wages and allowance between what is paid to them and what is due under the State Government Scale from time to time to all those deserving teachers will be paid within 15 days of signing the settlement. This benefit will be available to only those who accept this settlement.
>
> (v) In case there is subsequent need of appointment of teachers, preference will be given to those Teachers who were employed in B-Seam, Primary School and have removed due to closure of School, subject to the condition that their performance and Conduct while in service have been good.

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(vi) The Principal being head of the Institution will exercise all disciplinary powers including termination from service, suspension etc. and shall have the powers for appointment of vacant posts on the recommendation of a committee having at least one member nominated by the Chief General Manager, Hasdeo Area.

(vii) The Principal on the recommendation of the Committee constituted with the approval of the Chief General Manager, and the School is entitled to increase payment of fees of students. The Principal and the Teaching staff shall make all efforts to bring a good result and a better education.

(viii) The Management as a measure of goodwill, and as a measure of Welfare activities shall to pay difference between receipt on the basis of increased fees and expenditure in connection with the payment of salary and other allowances as admissible under the Circular of State Government from time to time including 5% contingency.

(ix) The Union and the teachers will unconditionally withdraw the contempt petition i.e. MCC No.344/94 as well as M.P. No.3536/93.

(x) Copy of this Memorandum of Understanding will be sent to the Regional Labour Commissioner (Central), Jabalpur before whom the case is pending, with a request by both the parties to close the case keeping a copy of the settlement on record.

Both the parties will sincerely and faithfully implement the settlement and shall not raise any objection.

REPRESENTING MANAGEMENT	REPRESENTING TEACHERS "
Sd/. (K.C. Nandkeolyar) D (P), SECL	Sd/. (Nathulal Pandey) GS, MPKMS (HMS)
Sd/. (S.K. Misra) CGM (P&A)	
Sd/. (N. Jha) GM (A & IR)	

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3. Thereafter, Minutes of Understanding (hereinafter referred to as "MOU") between SECL and the General Secretary, M.P. Koyla Mazdoor Sabha (HMS) Union & L.K. Sharma, representing teachers working in Singhi Collieries Education Society was executed in the following terms :

> "(1) The management of SECL will pay a sum of Rs.20,95,632.50 (Rupees twenty lakhs Ninety five thousand six hundred thirty two and paise fifty only) as ex-gratia payment on account of wages to the teachers from 01.08.1989 to 31.01.1995.
>
> The arrears will only be paid to those teachers whose performance is considered satisfactory and who accept the settlement. The performance will be examined by a Committee consisting of the Principal and representative of Chief General Manager.
>
> (2) Primary School, B- Seam stands closed with effect from August, 1993 due to non-recognition by the State Government inspite of all efforts made for its recognition.
>
> The surplus staff cannot be retained in service. It is decided that only those teachers whose performance and service record is not satisfactory and involves in other business other than teaching will be terminated after giving them opportunity for hearing by a Committee consisting of Principal and the representative of Chief General Manager. Action in this respect will be taken before 31st March 1995 till then they will continue in service, and the payment to such teachers and staff till march, 1995 will be made in old rate.
>
> While examining the performance, the Committee will especially take into consideration the result of the Board Examination for the last three years.
>
> (3) The benefit of this understanding will only be given to those teachers who signs the memorandum of understanding subject to their satisfactory performance to be judged by the School Committee. It is noted that as per the MOU arrived at on 6th December, 1994, the Union and the

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teachers unconditionally withdraw the Contempt Petition i.e. M.C.C. No.344/94 as well as M.P. No.3536/93.

(4) Hike in donation at the rate of minimum Rs.20/- per month per student will be effected with effect from the coming session i.e. with effect from 1st July, 1995. The Management, however, as a measure of goodwill and part of welfare activities, shall pay the difference between the receipt of the School by way of donation, receipt and expenditure towards the payment of salary and other allowances admissible under the relevant circular of the State Government from time to time. In any case, amount will not exceed Rs.13 lakhs 70 thousand per year.

(5) The Management will arrange for making the payment to the teaching and non-teaching staff in accordance with the MOU and the details referred to herein on or before 31st March, 1995.

The salary from 1st February, 1995 onwards will be in accordance with the existing revised rates on regular basis, but only in respect of Teachers and Non-teaching staff who accept the settlement and are eligible as per the criteria laid down in this settlement.

(6) In case the financial assistance from the Management is sought for an amount exceeding Rs.13 lakhs 70 thousand will be decided by the Management in consultation with the Union and the Principal.

(7) The Principal being the Head of the Institution will exercise all disciplinary powers in respect of teaching and non-teaching staff working in the Schools of the Singhi Colliery Education Society, Hasdeo Area, with the approval of the Chief General Manager/Chairman of the Managing Committee.

(8) The Singhi Collieries Education Society is not effectively functioning. This society has to be re-organised and established regularly. All concerned shall co-operate in this respect.

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(S.K. MISRA) (NATHULAL PANDEY)
CHIEF GENERAL MANAGER(P&A) GENERAL ECRETARY
SECL, BILASPUR (MP) MPKMS(HMS) UNION"

(N. JHA) (L.K. SHARMA)
GENERAL MANAGER (A& IR) LECTURER
SECL, BILASPUR (MP) REPRESENTING TEACHERS "

It was agreed between the parties that the contempt petition as well as M.P.No.3536 of 1993 would be withdrawn unconditionally. Accordingly, M.P. No.3536 of 1993 and contempt petition i.e. MCC No.344 of 1994 were dismissed as withdrawn by order dated 07.04.1995.

4. Being aggrieved, M.P. Koyla Mazdoor Sabha (HMS), respondent No.1 herein filed an application in Form K (2) under Section 33 –C(1) of the Industrial Disputes Act, 1947 (for short " I.D. Act,") for recovery of the due wages to the teachers of Singhi Collieries Education Society, SECL, Hasdeo area, on 14.05.1996 (Annexure-R/1(13). The petitioners –SECL filed their reply on 21.05.1996 stating that under the MOU dated 29.03.1995, it was agreed that an amount of Rs.20,95,632.50 was payable to the teachers of Singhi Collieries Education Society as Ex-gratia payment for the period from 01.03.89 to 31.01.95. It was further stated that the Principal of the school had not complied with point No.2 of MOU which provided that the teachers and the staff including teachers of Primary School B'Seam and other teachers whose performance and service records were not found satisfactory and involved in other business would be terminated after hearing by the Committee. Point No.3 that the benefit of understanding would be given to those teachers, who had signed MOU, had already been implemented. The petitioners-SECL further stated that the Management was prepared to arrange the fund in terms of the MOU.

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Accordingly, it was submitted that the application dated 14.05.1996 be rejected. The Regional Labour Commissioner (Central), (hereinafter referred to as "RLC"), Jabalpur passed the order on 04.06.1996 holding that SECL was liable to pay the amount of Rs.23,97,547/- to 38 employees as per the terms of settlement. Subsequently, by order dated 16.12.96 in review confirmed the order dated 04.06.96 passed by the RLC.

5. Being aggrieved, the petitioners-SECL filed a petition being W.P. No.349 of 1997 challenging the legality of the orders dated 04.06.1996 and 16.12.1996 passed by RLC as being without jurisdiction and contrary to law. Learned Division Bench of the High Court of Madhya Pradesh at Jabalpur by order dated 02.05.1997 directed RLC to record the necessary evidence and give finding after hearing the parties, as to whether the relation of the Master and servant exists between the petitioners on one hand and the schools run by the society on the other hand. RLC submitted his report on 08.01.1998 holding that since Singhi Colliery Education Society is under the control of the management of SECL, Hasdeo Area, the employees employed by the Singhi Society i.e. teachers and staff are also employees of the management of SECL. With respect, learned Division Bench of the High Court of Madhya Pradesh without examining the report submitted by RLC and without examining the fact as to whether the petitioners (teachers) are workers under the definition of the I.D. Act to claim relief of recovery of dues, if any, under the provisions of Section 33-C(1) of the I.D. Act, disposed of the petition i.e. W.P. No.349 of 1997 on 18.02.1999 with a direction that the understandings dated 06.12.1994 and 29.03.1995 be implemented in letter and spirit within a period of two months. The learned Division Bench further observed that "if the

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understandings are implemented perhaps the occasion for setting aside the order of the Regional Labour Officer would not arise at all."

6. The present controversy arose from the order dated 29.03.2000 passed by RLC - respondent No.3 directing the petitioners to pay a sum of Rs.78,28,810/- to the respondents 1 and 2 towards payment to the teachers of respondent No.2- Society as difference of salary. Respondent No.1 filed an application under Section 33-C (1) of the I.D. Act on behalf of the teachers working in a school run and owned by respondent No.2 claiming an amount of Rs.78,28,809.83 on 30.08.99.

7. RLC – respondent No.3 passed the order on 29.03.2000 (Annexure-P/14) holding that RLC was satisfied about the genuineness of the claim and in exercise of power conferred upon him under Section 33-C (1) of the I.D. Act directed the management to deposit an amount of Rs.78,28,810/- for payment to 47 teaching and non-teaching staff of the Singhi Collieries Education Society in terms of the agreements dated 06.12.94 and 29.03.95. RLC further issued the impugned revenue recovery certificate on 10/05/2000 addressed to the District Collector, Korea for recovery of the amount awarded under the order dated 29.03.2000.

8. During the course of the arguments, the petitioners filed an application (I.A. No.9136/2005) on 25.10.2005 seeking amendment of the petition and relief to the extent that the challenge of the petitioners with respect to the order dated 08.01.1998 be deleted. The said application was allowed on 27.10.2005. Accordingly, the challenge of the petitioners confined to the impugned order dated 29.03.2000 and the revenue recovery certificate dated 10.05.2000.

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9. Shri P.S. Nair, learned Sr. counsel with Shri Vivek Rusia and Shri P.S. Koshy, learned counsel for the petitioners submitted that the impugned order dated 29.03.2000 and revenue recovery certificate dated 10.05.2000 passed/issued by RLC-respondent No.3 are without jurisdiction as RLC – respondent No.3 has power to entertain the application under Section 33-C(1) of the I.D. Act only on the grounds that the applicant must be a workman; there must be employer and employee relationship; there must be a settlement, award or benefit under Chapter V-A or V-B of the I.D. Act; the application must be filed within the period of limitation i.e. one year; the applicant must be duly authorized person; and the amount which is sought to be recovered should be pre-adjudicated and ascertained by a competent authority. Learned counsel submitted that the petitioners were not afforded reasonable opportunity of placing their case and there was no application of mind before passing the impugned orders as RLC – respondent No.3 has not satisfied himself before granting the relief claimed under the application.

10. Learned counsel for the petitioners further submitted that the applicants representing the case of the teachers are not the authorized persons as under Section 33-C(1) of the I.D. Act the application has to be moved by a workman where any money is due to a workman from his employer. Learned counsel further submitted that it is well settled by catena of decisions of the Supreme Court and other High Courts that the teachers are not workmen under the provisions of the I.D. Act. Learned counsel submitted that money due to a workman from an employer must be under the settlement or an award or under the provisions of Chapter V-A or Chapter V-B. Learned counsel further submitted that in the present case, there was no settlement or award as contemplated under the provisions of the I.D. Act and the money is also not claimed under the provisions of

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Chapter V-A or Chapter V-B. The alleged settlement between the management and the union dated 06.12.1994 clearly provides that none of the schools were owned by SECL and the SECL has nothing to do with the schools or the teachers or other employees. The said settlement was executed as a measure of goodwill and welfare activities to pay the difference between receipt and on the basis of increase fee and expenditure in connection with the payment of salary and other allowances admissible under the circular of the State Government from time to time. The alleged settlement dated 06.12.1994 was further clarified by MOU dated 29.03.1995 reiterating that the management of SECL was not concerned with the Society of the teachers and as a matter of goodwill and keeping in view the welfare activities of the company, it was decided to pay the difference between receipt and on the basis of increase fee and expenditure in connection with the payment of salary and other allowances admissible under the relevant circular of the State Government from time to time. It was further agreed that, in any case, the amount would not exceed Rs.13,70,000/- per year. The MOU dated 29.03.1995 further provided that in case more financial assistance from the management is necessary for an amount exceeding Rs.13,70,000/-, the same would be decided by the management in consultation with the union and the Principal. It was submitted that the petitioners are complying with the provisions of the settlement dated 06.12.1994 and MOU dated 29.03.1995 in its letter and spirit by making payment of Rs.13,70,000/- per year. Learned counsel further submitted that respondent No.1 had not approached the management for enhancing the financial assistance exceeding Rs.13,70,000/- in any year, as such the present application filed under Section 33-C(1) of the I.D. Act was not maintainable as there was no

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adjudication with regard to the status of the teachers as workmen and there was no money due under any settlement or under any award.

11. Learned counsel for the petitioners next submitted that even otherwise, the application filed by respondent No.1 for recovery of dues under Section 33-C(1) of the I.D. Act was not maintainable as the first proviso to Section 33-C (1) of the I.D. Act clearly provides that the application be made within one year from the date on which the money became due to the workman from the employer. In the present case, respondent No.1 is claiming recovery of money due for the period from 01.02.1995 to 31.07.1999 under the settlement dated 06.12.94 and MOU dated 29.03.1995 which is beyond the period of one year from 01.02.1995. Learned counsel further submits that the amount of Rs.78,28,809.83 claimed to be due from the employer is not an ascertained and pre-adjudicated amount as per the settlement dated 06.12.1994 and MOU dated 29.03.1995. Learned counsel further submitted that the petitioners are liable to pay Rs.13,70,000/- per year and for any other excessive amount there must be a settlement between the parties.

12. Learned counsel for the petitioners next submitted that the petitioners were not given sufficient opportunity before the impugned orders was passed and the impugned revenue recovery certificate was issued. Learned counsel further submitted that a notice was issued to SECL to furnish reply to the application dated 30.08.99 and to attend the hearing on 04.09.1999. Learned counsel submitted that on 02.09.1999, the General Manager (IR) SECL by letter dated 02.09.1999 prayed for time stating that the application dated 30.08.99 was not received by them. Learned counsel further submitted that on 04.09.1999, Shri C.K. Prasad, Personnel

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Manager, SECL submitted an application before RLC stating that mutual discussion has been fixed with the applicant-union and prayed for adjournment. Inspite of the prayer made by the SECL for adjournment, Shri C.K. Prasad, Personnel Manager was pressurized to appear and RLC by note-sheet dated 04.09.1999 issued certain directions and the following remarks were also made :

> " The non-applicants are therefore, directed to get the matter mutually resolved within a period of one month and file letter from applicant to the effect that the matter has been finally settled and payment made, failing which RRC will be issued without any further notice. "

Learned counsel submitted that the General Manager filed a detailed reply on 09.09.1999 complaining about the proceedings dated 04.09.1999. In the said reply, it was also stated that the General Manager along with Director (P) would like to meet RLC about the implication of both the issues personally and requested RLC to proceed only after accepting the submission of the management. Thereafter a notice was issued to General Manager on 04.02.2000 and on 10.12.2000, SECL intimated RLC that the Law Officer was on training and the information to attend the hearing on 11.02.2000 was received only on 09.02.2000 and prayed that at least 3-4 days advance notice be given. Even otherwise no decree or order can be passed on the basis of the averments made in the application without satisfying himself and the applicants have heavy burden to prove each and every averment made in the application, before any order adverse to the other-side is passed. Finally, learned counsel prays for setting aside the impugned order passed and the impugned revenue recovery certificate issued, by respondent No.3-RLC as being without jurisdiction, perverse and illegal.

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13. Shri Manindra Shrivastava, learned Sr. counsel with Shri Alok Bakshi, learned counsel appearing for respondent No.1 did not dispute the submission of the petitioners with regard to requirement for filing an application under Section 33-C(1) of the I.D. Act. However, supporting the impugned order passed and the impugned revenue recovery certificate issued, by respondent No.3- RLC, prayed for dismissal of the writ petition on the ground that the conduct of the petitioners was most un-constitutional, arbitrary, discriminatory and unbecoming of a public sector company of Government of India. Leaned counsel submitted that the challenge of the petitioners that the application under Section 33-C (1) of the I.D. Act was not maintainable, was a technical objection and this Court in exercise of extra-ordinary jurisdiction under Article 226 of the Constitution of India should dismiss the writ petition. Learned counsel further submitted that M.P. No.3536 of 1993 and the Contempt Petition i.e. M.C.C.No.344 of 1994 were withdrawn clearly on the understanding that the petitioners were bound by the interim order dated 13.09.1993 wherein the petitioners were directed to pay the arrears of salary due to the petitioners and other teachers employed in the schools financed by respondent No.1 therein (SECL). According to respondent No.1, the teachers employed by Singhi Collieries Education Society were paid salary at par with the salary of the Government teachers and the learned Division Bench of the High Court of Madhya Pradesh at Jabalpur by interim order dated 13.09.1993 directed the petitioners to pay the arrears of salary due to the teachers of Singhi Collieries Education Society. The order dated 13.09.1993 passed in M.P. No.3536 of 1993 by the learned Division Bench of High Court of Madhya Pradesh at Jabalpur was confirmed by order dated 18.02.1994 and thereafter Special Leave Petition (C) No.1431 of 1994 filed by the present

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petitioners was dismissed on 18.02.1994. Learned counsel relied on Clause-viii of the settlement dated 06.12.1994 which provided for payment of salary and other allowances as admissible under the circular of the State Government from time to time including 5% contingency, to contend that the amount was properly adjudicated under the settlement dated 06.12.1994. The said settlement was sent to Government of India, Ministry of Labour. Learned counsel next submitted that respondent No.3-RLC passed the orders on 04.06.1996 and 16.12.1996 holding that there existed relationship of employer – employee between the petitioners & respondent No.1; and the said orders had attained finality because W.P. No.349 of 1997 challenging the orders dated 04.06.1996 and 16.12.1996 did not decide the issue while disposing of the writ petition on 18.02.1999 directing that the said understanding dated 06.12.1994 and 29.03.1995 be implemented in its letter and spirit. As such, the impugned orders passed by RLC in an application under Section 33-C(1) of the I.D. Act was just and proper.

14. The next submission of the learned counsel for respondent No.1 was that the present petition was barred by principles of resjudicata / constructive resjudicata, as the issue involved in the present petition about the maintainability of the application under Section 33-C(1) of the I.D. Act had become final in view of the order dated 18.02.1999 passed by the High Court of Madhya Pradesh at Jabalpur in W.P. No.349 of 1997. Learned counsel further submitted that the petitioners were estopped from raising the issue of maintainability of filing an application before RLC as the application was filed earlier and the order passed thereon was not set aside by the High Court of Madhya Pradesh at Jabalpur in W.P. No.349 of 1997.

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15. Learned counsel for respondent No.1 further submitted that the present application in dispute was not barred by limitation as Clause-viii of the settlement dated 06.12.1994 provided recurring cause of action and the application was moved on 18.04.1999 seeking recovery of dues for the period from 01.02.1995 to 31.07.1999. Even otherwise, present application under Section 33-C(1) of the I.D. Act was filed by respondent No.1 for recovery of the dues of money as per the order dated 18.02.1999 passed by the High Court of Madhya Pradesh at Jabalpur in W.P. No.349 of 1997.

16. On the issue of not affording reasonable opportunity of hearing before passing the impugned order passed and the revenue recovery certificate issued, by respondent No.3- RLC, learned counsel for respondent No.1 submitted that several notices were issued to the petitioners and the petitioners were granted full opportunity to file their objections / reply. The first notice was issued on 30.08.1999 and the case was closed for orders on 10.12.2000 when the petitioners deliberately did not file any reply / objections on various dates of hearing. As such, the contention of the learned counsel for the petitioners that proper opportunity of hearing was not given was baseless and unsustainable.

17. On the issue that respondent No.3 has not applied its mind before passing ex-parte order as all the averments made in the application be examined and verified even in the case of ex-parte proceedings, learned counsel for respondent No.1 submitted that the power of RLC under Section 33-C(1) of the I.D. Act was executory in nature and detailed order was not required to be passed. Respondent No.1 had submitted the detailed calculation chart in accordance with the terms and conditions of the

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settlement and MOU and there was no denial of facts and figures by the petitioners, as such the order passed by the respondent No.3- RLC was perfect and reasonable.

18. Lastly, learned counsel for respondent No.1 submitted that the submission of learned counsel for the petitioners that the liability of the petitioners confined to the payment of Rs.13,70,000/- per year only was misleading and the employees were getting salary at par with the pay-scale of the State Government till 1985, and the dispute was raised when the teachers represented through respondent No.1, were denied payment of salary at par with the State Government employees. Perusal of both the agreements conjointly make it clear that the liability of the petitioners was not confined only to the extent of payment of Rs.13,70,000/- per year, but payment of difference of salary and other allowances as admissible under the circular of the State Government from time to time. The learned Division Bench of the High Court of Madhya Pradesh at Jabalpur by order dated 18.02.1999, passed in W.P. No.349 of 1997 had directed the petitioners to implement the understandings in letter and spirit, as such the contention of the petitioners that the petitioners have complied with the understandings in its letter and spirit by paying Rs.13,70,000/- per year was misconceived and deserved to be rejected. Lastly, learned counsel for respondent No.1 prayed for dismissal of the writ petition with costs.

19. Smt. Renu Kochar, learned counsel appearing for respondent No.2 adopted the submissions advanced by learned counsel for respondent No.1 and submitted that the petition be dismissed summarily.

20. In the rejoinder, learned counsel for the petitioners submitted his reply to the submissions of counsel for the respondents with regard to the

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plea of resjudicata and estoppel. Learned counsel submitted that submission of the respondents with regard to the plea of resjudicata / constructive resjudicata and estoppel was without basis. The petitioners have not altered the teachers' position to their disadvantage as the settlement and MOU was signed by both the parties knowing fully well that the teachers are not the employees of SECL and also not workmen. Respondent No.1 had never complained about any term and condition of the settlement and MOU that some of the terms and conditions are disadvantageous to the interest of the teachers. The orders dated 04.06.1996 and 16.12.1996 passed by RLC earlier have not attained finality because the orders were under challenge in W.P. No.349 of 1997 before the High Court of Madhya Pradesh at Jabalpur and the order dated 18.02.1999 passed by the learned Division Bench of the High Court of Madhya Pradesh in W.P. No.349 of 1997 had not decided the issue of legality of the said orders. Respondents had not pressed for RLC's report filed in W.P. No.349 of 1997 at the time of disposal of the case and the respondents were happy with the settlement dated 06.12.1994 and MOU dated 29.03.1995 wherein it was specifically provided that the teachers were not the employees of SECL.

21. We have heard learned counsel for the parties and perused all the records and documents filed with the petition.

22. Section 33-C(1) and (2) of the I.D. Act reads as under:

> "33-C. **Recovery of money due from an employer** .- (1) Where any money is due to a workman from an employer under a settlement or an award or under the provisions of Chapter V-A or Chapter V-B, the workman himself or any other person authorised by him in writing in this behalf, or, in the case of the death of the workman, his assignee or heirs may, without prejudice to any other

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mode of recovery, make an application to the appropriate Government for the recovery of the money due to him, and if the appropriate Government is satisfied that any money is so due, it shall issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrear of land revenue:

Provided that every such application shall be made within one year from the date on which the money became due to the workman from the employer:

Provided further that any such application may be entertained after the expiry of the said period of one year, if the appropriate Government is satisfied that the applicant had sufficient cause for not making the application within the said period.

(2) Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be made under this Act, be decided by such Labour Court as may be specified in this behalf by the appropriate Government (within a period not exceeding three months):

[Provided that where the Presiding Officer of a Labour Court considers it necessary or expedient so to do, he may, for reasons to be recorded in writing, extend such period by such further period as he may think fit.]"

23. In the case of **Miss A. Sundarambal Vs. Government of Goa, Daman and Diu and others, (1988) 4 SCC 42,** wherein the question for consideration before the Supreme Court was whether a teacher employed in a school falls under the definition of the expression "workman" as defined in Section 2(s) of the I.D. Act, the Supreme Court held that the teachers cannot be treated as "workmen" as defined under the I.D. Act. This view was later upheld in the case of **Ahmedabad Pvt. Primary Teachers' Assn. Vs. Administrative Officer and others, (2004) 1 SCC 755.** In the said

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case, the Supreme Court while considering the definition of employee under Payment of Gratuity Act, 1972 held as under:

> "21. Having thus compared the various definition clauses of the word "employee" in different enactments, with due regard to the different aims and objects of the various labour legislations, we are of the view that even on plain construction of the words and expression used in the definition clause 2(e) of the Act, "teachers" who are mainly employed for imparting education are not intended to be covered for extending gratuity benefits under the Act. Teachers do not answer description of being employees who are "skilled" , "semi-skilled" or "unskilled" . These three words used in association with each other intend to convey that a person who is "unskilled" is one who is not "skilled" and a person who is "semi-skilled" may be one who falls between the two categories, meaning he is neither fully skilled nor unskilled."

24. In view of the above decisions, it is held that the teachers are not "workmen" under the provisions of the I.D. Act which enable them to file an application under Section 33 –C(1) of the I.D. Act. Conjoint reading of the settlement dated 06.12.1994 and MOU dated 29.03.1995 make it clear that the said settlement and MOU were signed with clear understanding that the SECL had agreed to pay some amount which would not exceed Rs.13,70,000/- per year, not on the basis that there was employer and employee relationship, but as a measure of goodwill to perform welfare activities. RLC's report dated 08.01.1998 had not stated that the teachers were workmen. However, finding of RLC in the said report that the teachers and staff of Singhi Collieries Education Society are also employees of the management of the SECL which was challenged by the petitioners in the pending petition i.e. W.P. No.349 of 1997 in the High Court of Madhya Pradesh at Jabalpur, was neither approved nor rejected.

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It is not correct to say that the said report has attained finality because the petitioners had challenged the report and no order was passed on the legality of the said report.

25. In the case of **Bengal Nagpur Cotton Mills Ltd. Vs. State of Madhya Pradesh, Bhopal and others (AIR 1960 MP 319)**, the High Court of Madhya Pradesh defined the scope of Section 33-C(1) of the I.D. Act as under:

> **"6.** ..... Section 33-C(1) speaks of recovery of any money due to a workman from an employer under a settlement or an award or under the provisions of Ch. VA. Now, an amount 'due' means an amount which has been ascertained and has become payable. Section 33-C(1), therefore, deals with the recovery of an amount which has already been ascertained and not with the ascertainment of any amount payable to the employee. The amount due to a workman from an employer under a settlement or an award may be an ascertained amount."

26. In the case of **M/s. Colcom Plastic Ltd. and others Vs. Union of India and others [1997 (1) LLJ 1230]**, the High Court of Delhi after having considered all aspects of various cases, defined the scope of Section 33-C(1) of the I.D. Act as follows:

> "34. From the aforesaid discussion, we conclude that the proceedings under Section 33-C(1) are in the nature of execution proceedings providing an additional mode of speedy recovery of money due to a workman from an employer under a settlement or an award or the provisions of Chapter VA or Chapter VB. Section 33-C(1) does not vest any power of adjudication on the appropriate Government except to the limited extent of examining the facts to find out whether objections to jurisdiction of the appropriate Government have been taken by the employer

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simply with a view to oust the jurisdiction of the appropriate Government under the said Section and deprive the workman of money due to him. On the interpretation of Section 33-C(1) of the Act and scope of power of the appropriate Government under this Section, we summarise our conclusions as follows:

(i) Proceedings under Section 33-C(1) of the Act are in the nature of execution proceedings.

(ii) The appropriate Government has not been vested with powers of a Labour Court or industrial Tribunal to hold a formal enquiry.

(iii) In case the management raises *bonafide* disputes on the right of a workman to claim of money due under a settlement or an award or under the provisions of Chapter VA or VB, the appropriate Government has no right of adjudication of such dispute/s.

(iv) In case of *bonafide* dispute about the right of a workman of the money claimed as due from the management, the workman will have to raise an industrial dispute for reference being made for adjudication by the Labour Court/Industrial Tribunal.

(v) The appropriate Government has, however, a limited right of examining the objection of the management to the claim of the workman, only to form a *prima facie* opinion whether the objection of the management is perverse, *mala fide* taken with a view to deprive the workman of the money due to him.

(vi) The appropriate Government is required to afford a reasonable opportunity complying with the principles of natural justice to the management and the workman before taking a decision under Section 33-C(1) and is also required to make a speaking order giving reasons so that the aggrieved party – management or workman may seek judicial review

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of the decision of the appropriate Government in accordance with law. "

27. The Supreme Court in the case of **The Sawtram Ramprasad Mills Co. Ltd. Akola Vs. Baliram Ukandaji and another, AIR 1966 SC -616,** while considering the claim for lay off under the provisions of Chapter V-A held that " the claim for lay off which can be brought under Section 33-C (1) need not always be for a predetermined sum. The Government or the Labour Court may satisfy itself about the exact amount and then take action under that section. The claim does not cease to be a claim for money due because calculations have to be made before the money due can be found".

28. In the case of **Chief Mining Engineer, M/s. East India Coal Co. Ltd., Bararee Colliery, Dhanbad Vs. Rameshwar and others, AIR 1968 SC 218,** the Supreme Court held as under:

"(5) It is clear that the right to the benefit which is sought to be computed must be an existing one, that is to say, already adjudicated upon or provided for and must arise in the course of and in relation to the relationship between an industrial workman and his employer. Since the scope of sub-section (2) is wider than that of sub-section (1) and the sub-section is not confined to cases arising under an award, settlement or under the provisions of Chapter VA, there is no reason to hold that a benefit provided by a statute or a Scheme made thereunder, without there being anything contrary under such statute or section 33-C(2) cannot fall within sub-section (2). Consequently, the benefit provided in the bonus scheme made under the Coal Mines Provident Fund and Bonus Schemes Act, 1948 which remains to be computed must fall under sub-section (2) and the Labour Court therefore had jurisdiction to entertain and try such a claim, it being a

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claim in respect of an existing right arising from the relationship of an industrial workman and his employer. The contention that the Labour Court had no jurisdiction because the claim arose under the said scheme or because the benefit was monetary or because it involved any substantial question between the Company and the workmen must, in view of the said decisions, fail."

29. In the case of **Municipal Corporation of Delhi Vs. Ganesh Razak and another,(1995) 1 SCC 235,** the Supreme Court interpreted the scope of Section 33-C(2) of the I.D. Act which is much wider than the scope of provisions of Section 33-C(1). The Supreme Court held as under:

"12. The High Court has referred to some of these decisions but missed the true import thereof. The ratio of these decisions clearly indicates that where the very basis of the claim or the entitlement of the workmen to a certain benefit is disputed, there being no earlier adjudication or recognition thereof by the employer, the dispute relating to entitlement is not incidental to the benefit claimed and is, therefore, clearly outside the scope of a proceeding under Section 33-C(2) of the Act. The Labour Court has no jurisdiction to first decide the workmen's entitlement and then proceed to compute the benefit so adjudicated on that basis in exercise of its power under Section 33-C(2) of the Act. It is only when the entitlement has been earlier adjudicated or recognised by the employer and thereafter for the purpose of implementation or enforcement thereof some ambiguity requires interpretation that the interpretation is treated as incidental to the Labour Court's power under Section 33-C(2) like that of the Executing Court's power to interpret the decree for the purpose of its execution."

30. The Supreme Court in the case of **M/s Fabril Gasosa Vs. Labour Commissioner and others – AIR 1997 SC 954,** has analysed the difference between the Sections 33-C (1) and 33 –C(2) as under :

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"17. Section 33 C in the nature of execution proceedings designed to recover the dues to the workmen. Vide Section 33 C (1) and (2), the legislature has provided a speedy remedy to the workmen to have the benefits of a settlement or award which are due to them and are capable of being computed in terms of money, be recovered though the proceedings under those sub-sections. The distinction between sub-section (1) and sub-section (2) of Section 33 lies mainly in the procedural aspect and not with any substantive right of workmen as conferred by these two sub-sections. Sub-section (1) comes into play when on the application of a workman himself or any other person assigned by him in writing in this behalf of his assignee or heirs in case of his death, the appropriate Government is satisfied that the *amount so claimed are due and payable* to that workman. On that satisfaction being arrived at, the Government can initiate action under this sub-section for recovery of the amount provided the amount is a determined one and requires no 'adjudication'. The appropriate Government does not have the power to *determine* the amount due to any workman under sub-section (1) and that determination can only be done by the Labour Court under sub-section (2) or in a reference under Section 10 (1) of the Act. Even after the determination is made by the Labour Court under sub-section(2) the amount so determined by the Labour Court, can be recovered through the summary and speedy procedure provided by sub-section(1). Sub-section (1) does not control or affect the ambit and operation of sub-section(2) which is wider in scope than sub-section (1). Besides the rights conferred under Section 33 C (2) exist in addition to any other mode of recovery which the workman has under the law. An analysis of the scheme of Section 33 C (1) and 33 C (2) shows that the difference between the two sub-sections is quite obvious. While the former sub-section deals with cases where money is due to a workman from and employer under a settlement or an award or under the provisions of Chapter V A or V B, sub-

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section (2) deals with cases where a workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money. Thus, where the amount due to the workmen, flowing from the obligations under a settlement, is predetermined and ascertained are can be arrived at by any arithmetical calculation or simpliciter verification and the only inquiry that is required to be made is whether it is due to the workman or not, recourse to the summary proceedings under section 33 C (1) of the Act is not only appropriate but also desirable to prevent harassment to the workmen. Sub-section (1) of Section 33 entitles the workmen to apply to the appropriate Government for issuance of a certificate of recovery for any money due to them under an award or a settlement or under the provisions of Chapter V A and the Government, if satisfied, that a specific sum is due to the workmen, is obliged to issue a certificate for the recovery of the amount due. After the requisite certificate is issued by the Government to the Collector, the Collector is under a statutory duty to recover the amounts due under the certificate issued to him. The procedure is aimed at providing a speedy, cheap and summary manner of recovery of the amount due, which the employer has wrongfully withheld. It, therefore, follows that where money due is on the basis of some amount predetermined like the VDA, the rate of which stands determined in terms of the settlement an award or under Chapter V A or V B, and the period for which the arrears are claimed is also known, the case would be covered by sub-section (1) as only calculation of the amount is required to be made."

31. In the present case, admittedly, the teachers were not workmen who were entitled to file this application for claiming money due from an employer under a settlement or an award. The relationship of employer and employee has also not been settled and there is no settlement or an award between the petitioners and respondent No.1 to claim recovery of

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any money which was also pre-adjudicated and ascertained. The ratio laid down in the case of M/s Fabril Gasosa Vs. Labour Commissioner and others (Supra), is not applicable to the facts of the present case as in case of lay off some calculations have to be made, which cannot be predetermined. The scope of Section 33 –C(2) of the I.D. Act is wider than Section 33-C(1) where the Supreme Court has held that the application is not maintainable where the amount is not ascertained. In case of application under Section 33-C(1) the position of law in view of the above cited decisions, is clear and settled that an application, not filed by a workman for recovery of an amount which was not pre-adjudicated or ascertained from the employer under settlement or award, as was in the present case was not maintainable. Accordingly, the present application in dispute dated 14.05.1996 was not maintainable and the impugned order passed by respondent No.3 and impugned revenue recovery certificate issued by respondent No.3 are nullity.

32. The settlement has been defined under the provisions of the I.D. Act in Section 2 (p) as under :

> **2 (p)** " Settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer ; "

33. In the present case, the settlement dated 06.12.1994 and MOU dated 29.03.1995 cannot be termed as settlement under the provisions of the I.D. Act as settlement contemplates an agreement between the employer and the workmen. In the present case, SECL cannot be held as

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employer as had been held in a proceeding under Section 33-C (1) of the I.D. Act and the teachers had been held as not "workmen" in various decisions of the Supreme Court. Thus, the alleged settlement dated 06.12.1994 and MOU dated 29.03.1995 are held as no settlement to invoke jurisdiction of RLC under Section 33-C (1) of the I.D. Act.

34. In view of the above stated finding that the application dated 14.05.1996 was not maintainable before RLC and RLC had exceeded its jurisdiction by passing the impugned order and by issuing the impugned revenue recovery certificate, as such there is no point in considering the issue of limitation in the present case.

35. Learned counsel for the petitioners had raised the point that the petitioners were not afforded proper opportunity of hearing and even ex-parte order should not be passed without applying mind and without examining each and every averment of the application. Learned counsel relied on the decision in the case of **Ramesh Chand Ardawatiya Vs. Anil Panjwani, - (2003) 7 S.C.C.-350**. In the said case, the Supreme Court in para 33 held as under :

> "33. .....Even if the suit proceeds ex-parte and in the absence of a written statement, unless the applicability of Order 8 Rule 10 C.P.C. is attracted and the Court acts thereunder, the necessity of proof by the plaintiff of his case to the satisfaction of the Court cannot be dispensed with. In the absence of denial of plaint averments the burden of proof on the plaintiff is not very heavy. A prima facie proof of the relevant facts constituting the cause of action would suffice and the court would grant the plaintiff such relief as to which he may in law be found entitled. In a case which has proceeded ex parte the court is not bound to frame issues under Order 14 and deliver the judgment on every issue as

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required by Order 20 Rule 5. Yet the trial court should scrutinize the available pleadings and documents, consider the evidence adduced, and would do well to frame the "points for determination" and proceed to construct the ex parte judgment dealing with the points at issue one by one. Merely because the defendant is absent the court shall not admit evidence the admissibility whereof is excluded by law nor permit its decision being influenced by irrelevant or inadmissible evidence."

36. In the present case, though a computation sheet was filed by respondent No.1, however, on perusal of the order it appears that RLC has not applied its mind and had not examined each and every averment of the application before passing the impugned order and directing payment of Rs.78,28,810/-. RLC has no other power except to direct payment of pre-adjudicated and ascertained amount due to a workman from an employer under settlement or award. RLC has not looked into various clauses of the settlement dated 06.12.1994 and MOU dated 29.03.2005. The amount has been ordered accepting the claim of respondent No.1 as it is without considering the veracity of the averments and calculation thereof.

37. In the case of **Gopal Das Mohta Vs. Union of India and another – AIR 1955 SC – 1.**, relied on by learned counsel for respondent No.1, the Constitutional Bench of the Supreme Court has held as under :

" 6. The learned counsel for the petitioner contended that apparently the application for a settlement seems to have been made under the pressure of circumstances and in view of the coercive machinery of Act XXX of 1947 and the settlement arrived in such circumstances was not binding and could not be enforced. Whatever be the merits of such a contention, it obviously cannot be raised in an application made under the provisions of Article 32 of the Constitution. The forum for investigating such allegations is elsewhere. "

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38. Learned counsel for respondent No.1 further relied on para 14 of the decision of the Supreme Court in the case of **Sangram Singh Vs. Election Tribunal, Kotah and another – AIR 1955 SC-425,** which reads as under:

> "14. That, however, is not to say that the jurisdiction will be exercised whenever there is an error of law. The High Courts do not, and should not, act as Courts of appeal under Article 226. Their powers are purely discretionary and though no limits can be placed upon that discretion it must be exercised along recognised lines and not arbitrarily; and one of the limitations imposed by the Courts on themselves is that they will not exercise jurisdiction in this class of case unless substantial injustice has ensued, or is likely to ensue. They will not allow themselves to be turned into Courts of appeal or revision to set right mere errors of law which do not occasion injustice in a broad and general sense, for, though no legislature can impose limitations on this Constitutional powers it is a sound exercise of discretion to bear in mind the policy of the legislature to have disputes about these special rights decided as speedily as may be. Therefore, writ petitions should not be lightly entertained in this class of case."

39. Learned counsel for respondent No.1 next relied on the decision of the Supreme Court in the case of **Mohammad Swalleh and others Vs. Third Additional District Judge, Meerut and others – (1988) 1 SCC – 40** in support of his contention that the High Court can overrule the technical objections about the maintainability of the application before the Tribunal in exercise of the jurisdiction under Article 226 of the Constitution of India.

40. Learned counsel for respondent No.1 cited the decision of the Supreme Court in the case of **Prasun Roy Vs. The Calcutta Metropolitan Development Authority and another – AIR 1988 SC -205,** in support of

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his contention that " long participation and acquiescence in the proceedings preclude such a party from contending that the proceedings were without jurisdiction." In the present case, both the parties participated in the entire proceedings before the High Court of Madhya Pradesh at Jabalpur and at this stage the petitioners could not contend that RLC had no jurisdiction to pass the impugned orders.

41. The decision of the Supreme Court in the case of **Narpat Singh and others Vs. Jaipur Development Authority and another – (2002) 4 SCC - 666,** cited by learned counsel for respondent No.1, was on the scope of Article 136 of the Constitution of India and the same is not applicable to the facts of the present case.

42. The decision of the Supreme Court in the case of **Rukmini Amma Saradamma Vs. Kallyani Sulochana and others – AIR 1993 SC -1616,** cited by learned counsel for respondent No.1 is not relevant to the controversy involved and facts of the present case. Another decision of the Supreme Court in the case of **Maharashtra State Road Transport Corporation Vs. Balwant Regular Motor Service, Amaravati & others – AIR 1969 SC 329** dealing with the power of RTA for grant of permit, cited by learned counsel for respondent No.1 has no relevance to the facts of the present case.

43. In the present case, we are of the view that equity jurisdiction of the High Court cannot be exercised when the impugned order was passed and the impugned revenue recovery certificate was issued by RLC without having any jurisdiction particularly in view of the statement made by learned counsel for the petitioners that the petitioners were bound and agreeable to comply with the terms and conditions of the settlement dated 06.12.1994 and MOU dated 29.03.2005. We accordingly hold that RLC had exceeded

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its jurisdiction by passing the impugned order and issuing the revenue recovery certificate.

44. On the issue of constructive res-judicata, the Supreme Court in the case of **Rejendra Kumar Vs. Kalyan (dead) by LRS. – (2000) 8 SCC- 99,** held as under :

> " 14. The doctrine of res judicata has received a statutory sanction in the Code as a matter of prudence and to give due weightage to a finding or a decision so as to reach a finality in the matter of a dispute between the same parties or litigating under the same parties. The doctrine thus is to achieve finality of dispute between the parties being a principle of prudence so as to give efficacy to a finding of the court rather than permit the parties to go to trail more or less on the same issues over again and thus introducing a possibility of conflict of views. Judicial verdict has its special sanctity and cannot be the subject matter of discussion at any future time involving identical or similar issues. The facts in issue is one where more than one attempt has been made to establish a fact and in every attempt that particular fact stands negated. "

45. The principle of res judicata is a procedural provision and if a jurisdictional question has wrongly been decided, the same would not attract the principles of res judicata. If the order earlier was passed by an authority which had no jurisdiction at all, the order becomes nullity. In case of an order which is nullity, the principle like estoppel or res judicata cannot be made applicable.

46. On the issue of estoppel, 'estoppel' basically a rule of equity has gained new dimensions in recent years. The principle was initially recognised by English Courts in the case of **Tool Metal Manufacturing Co.Ltd. Vs. Tungsten Electric Co.Ltd. – 1955 (2) All England Law**

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Reports and later on accepted by Indian Courts. (AIR 1972 SC -1311 Turner Morrison and Co. Ltd. Vs. Hungerford Investment Trust Ltd.).

47. In the present case, where the jurisdiction of RLC was never decided and the settlement dated 06.12.1994 and MOU dated 29.03.1995 have been acted upon by the petitioners, there is no application of principles of res judicata and estoppel.

48. In view of the foregoing, the petition is allowed. The impugned order dated 29.03.2000 (Annexure-P/14) and RRC dated 10.05.2000 (Annexure-P/17) are quashed. However, respondents 1 and 2 are at liberty to seek redressal of their grievance as per the settlement dated 06.12.1994 and MOU dated 29.03.1995 elsewhere before appropriate forum. No order as to costs.

I agree.

Sd/-
Sunil Kumar Sinha
Judge

Sd/-
Satish K. Agnihotri
Judge